

JNJ Storage Haybourne Pulborough West Sussex RH20 1DF

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#### **SUMMARY OF INSURANCE COVER**

It is a condition of the Licence Agreement that your property is insured for its full true total value and that cover is maintained throughout the total period of storage with the facility owner.

Please note that irrespective of whether or not you instruct the Facility Owner to arrange insurance for your property their liability for actual physical loss of or damage to your property whilst in store is limited by the terms of their Licence Agreement which form part of their contract with you.

# SUBJECT TO YOU GIVING THE FACILITY OWNER INSTRUCTIONS TO INSURE

They can arrange on your behalf insurance Underwritten by Amica for AXA Versicherung AG and Others to cover physical loss or damage to your property whilst stored with the Facility Owner within their "Open Cover" insurance arrangements as summarised below. You may inspect the policy at their office on request. Please note the cover provided by Us is optional.

#### **TOTAL SUM INSURED**

The full true total maximum value of the property at all times as declared to the Facility Owner on the Licence Agreement or elsewhere in writing. The sum insured shall in no circumstances exceed £50,000 for any one customer unless confirmed in writing by the Facility Owner. The total sum insured can be increased on payment of an additional charge, subject to the prior agreement of the Facility Owner and Insurers.

## **COVER**

Actual physical loss of or damage to your property caused by fire, lightning, explosion, earthquake, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, aircraft or articles dropped therefrom, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, impact by vehicles or railway rolling stock. This Insurance is effective from the time your insured property is placed in to storage and ceases upon removal from storage – no cover applies during loading and unloading or during transit.

## **UNDER-INSURANCE**

It is a condition of the insurance that the sum insured represents the full true total value of the property stored at all times. If you fail to declare the full replacement value of your property on the Licence Agreement, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

## **BASIS OF CLAIMS SETTLEMENT**

The settlement of any claim shall be by replacement, repair and/or compensation at Insurer's option. In the event of the total loss or destruction of any item insured under this Insurance, the basis of settlement shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

## Household linen and clothing

Where any claim includes loss of or damage to any item(s) of household linen and clothing, Insurers will take into consideration the age, quality, degree of use and consequent market value of any such lost or damaged item(s).

# **Documents**

Where any claim includes loss of or damage to documents the basis of settlement shall relate to the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

## **CONSUMER RIGHT TO CANCEL**

Insurers have to give you certain information before you make your decision. If you have not been given this information when you buy your insurance (and you have not told the Company you do not want it) Insurers will allow you a "cooling off" period of at least 14 days from the time you receive the information. If you do not want to continue with the insurance, you may cancel your cover within this period and receive all your money back (as long as you have not made any claims).

You have the right to cancel this insurance without penalty at any time PRIOR TO COMMENCEMENT OF THE INSURANCE. Once the insurance has commenced your right to cancel ceases and you will be charged the full premium for the insurance

## **POLICY EXCESS**

Insurers will not pay the first £100 of your claim.

#### PAIRS & SETS LIMITATION CLAUSE

Where any items are part of a pair or of a set, Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by Insurers for any items which are part of a pair or of a set and which are not lost or damaged.

# YOUR DUTY TO PROVIDE INFORMATION

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge and commercial customers must make adequate enquiries within your business to identify and verify that information relevant to the insurance of your property is disclosed. If you do not, your insurance policy may be cancelled or treated as if it never existed or your claim may be rejected or not paid in full. It is important that all statements you make on all documents are full and accurate. Failure to accurately provide requested information could invalidate your insurance cover and mean that part or all of a claim may not be paid.

## **CLAIMS NOTIFICATION**

Full details of any losses and/or damages must be notified to the Facility Owner at the time of the discovery of the loss of or damage to your property or at the time of removal of your property from the store whichever is sooner.

## **CUSTOMER SERVICE AND COMPLAINTS**

Insurers are dedicated to providing a high quality service and want to ensure that this is maintained at all times. If you feel you have not been offered a first class service please contact international Claims Agency Ltd (ICA) who will do their best to resolve the problem. ICA's contact details are:

International Claim Agency Ltd, Unit 10, Invicta Way, Manston Park, Ramsgate, Kent CT12 5FD United Kingdom

Telephone: +44 (0)1843 823820 Fax: +44 (0)1843 823956

Email: claims@icaltd.co.uk

In the event that the Complaints Department is unable to resolve your complaint it may in certain circumstances be possible for you to refer it to the Financial Ombudsman Service at:

**Exchange Tower** 

Harbour Exchange Square

London E14 9SR Tel No: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

#### FINANCIAL SERVICES COMPENSATION SCHEME

Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we cannot meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

#### **EXCLUSIONS**

No cover is provided for the following

- 1. Money, Coins, Bullion, Deeds, Bonds, Securities and the like.
- 2. Livestock, Plants, Explosives and Flammables
- 3. Jewellery, Watches, Precious Stones, Stamps of all kinds exceeding GBP 500 combined total.
- 4. Furs, fine arts, perfumery, mobile phones, tobacco, cigars, cigarettes, beers, wines, spirits & the like exceeding GBP 10,000 combined total.
- 5. Electronic items exceeding GBP 10,000 in total. Electronic items are defined as all items of consumer and commercial electrical appliances and instruments

including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components,

modems, monitors, cameras, facsimile machines, photocopiers, VCRs, hi-fi, stereos, CD players and the like. (Heavy electrical items such as switchgear, turbines

and generators and the like shall be deemed not to be electronics)

- 6. Depreciation following repair or restoration of a damaged item
- 7. Any property which you are not permitted to store under the terms of the Licence Agreement
- 8. Loss of data records other than cost of blank data carrying materials.
- 9. Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or

Usurped Power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- 10. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage to your property.
- 11. Loss or damage or liability or expense directly or indirectly caused by or contributed to, by, or arising from:-
- a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component
- c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- d. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or

other similar peaceful purposes.

- 12. Loss or damage or expense directly, or indirectly, caused by or contributed to, by or arising from:a. Any chemical, biological, biochemical or electromagnetic weapon.
- b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, computer virus or process or other Electronic System.
- 13. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 14. Loss of or damage to your property caused by or resulting from any act(s) of terrorism or any person(s) acting from a political motive.

#### 15. CYBER

- 1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
- 2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system

## 16. COMMUNICABLE DISEASE

1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of a Communicable Disease or from any fear or threat of a Communicable Disease;

in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

- 2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a Communicable Disease;
- 3) any liability for or loss, cost or expense arising out of, any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of a Communicable Disease or the fear or the threat of a Communicable Disease.

As used in this Endorsement, a Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:

- (i) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and
- (ii) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and (iii) the disease, substance or agent may, acting alone or in conjunction with other comorbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.